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Suzanne Henderson



HARDING COMPANY 13465 Midway Road, Suite 400 Dallas, Texas 75244

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SUZANNE HENDERSON TARRANT COUNTY CLERK TARRANT COUNTY COURTHOUSE 100 WEST WEATHERFORD FORT WORTH, TX 76196-0401

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Robles, Noe et ux Valerie

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CHK 00123

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BEGAUSE OF GOLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

MÓD	PRODUCERS	88	URB/REV.	PAID	UP LEASE
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Tract No.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SUBSURFACE OIL, GAS AND MINERAL LEASE						
THIS AGREEMENT ("Lease") made this	157	day of	atober		, 2008, between	
Noe D. Robies and wife, Valerie J. Robies, a: Lessee, whose address is 13465 Midway Road,	Lessor (whether one or Dallas, Texas, 75244, W	more), whose a TTNESSETH:	ddress is <del>6309 Seott Ct.,*</del> 6832 <i>Bluff</i>	<del>Watauga, Texas 76148 a</del> nd DDJET V <i>ICW FT. UbrYhp</i> 27613	Limited LLP, as	
<ol> <li>Lessor in consideration of Ten and of the agreements of Lessee herein contained her mining for and producing oil, gas, sulfur, fission geophysical tests and surveys, injecting gas, wat salt water, dredging and maintaining canals, but owned or claimed by Lessor adjacent and conti- following described land in Tarrant County, Ten</li> </ol>	eby, grants, leases and le mable materials and all of ter and other fluids and ai milding roads, bridges, tar guous thereto necessary to	its exclusively in their minerals (vir into subsurfaci inks, telephone to Lessee in op	into Lessee for the purpos whether or not similar to do to strata, laying pipelines, i lines, power stations and do crations to produce, save,	hose mentioned), conducting explorate establishing and utilizing facilities for other structures thereon, and on, over take care of, treat, transport and own:	ting, drilling and ion, geologic and the disposition of and across lands	
	See attached	l Exhibit "A" l	or Land Description			
whether the same be in said survey or surveys or purpose of providing a more specific description inserting, as appropriate, the applicable Acreage	r in adjacent surveys. Le on of the Lease Premises e, Survey, Abstract, City	ssor agrees to e s. Furthermore and Plat inform	xecute any substitute Leas , Lessor authorizes Lessee nation in the description se	e to complete the description of the Let forth in Exhibit "A," attached hereto	by Lessee for the ease Premises by b.	
or cessation at any time of production of oil, g herein contained to the contrary, this Lease sha mineral is produced from said Land or land poo	as or other minerals, and il be for a term of <u>Three (</u> bled therewith hereunder,	without further (3) years from or as long as th	r payments than the royalt the date hereof (called "Pr is Lease is continued in et	imary Term") and as long thereafter a ffect, as otherwise provided herein	ing anything else is oil, gas or other	
Lessor into the pipeline to which the wells may prevailing for the field where produced on the coil computed at the well; (b) on gas, including extraction of gasoline or other product therefroi shall not exceed the amount received by Lesse realized by Lessee from such sale; and (c) on the Lessee's election, except that on sulfur mined croyalty is payable hereunder is regulated by any hereunder shall not be in excess of the price which from Lessor's wells or tanks, and of oil, gas and and secondary recovery operations, and the rot pooled therewith, which well is capable of produced from the Lease Premises covered by the time of such payment would be entitled to receive Bank at the lease is not otherwise maintained, or the first payment of such sum, shall be made of maintained for all accruals to such date, and the depository bank or, if a depository is not designatory bank or, if a depository bank or, if a depository is not designatory bank or is not designatory bank or is not designatory bank or is not designatory bank	be connected; Lessee malate of purchase, and Less casinghead gas or other m, the market value at the e for such gas computed inscionable materials and for marketed, the royalty so governmental agency, the ich Lessee may receive at a coal produced from the valty on oil, gas and coal fucing oil or gas but such ing or after the Primary This Lease when Lessee show royalty hereunder, if the lease when the primary of the coalendar month, or portion is Lease is not released by more before the first day of the primary of the coalendar worth, the mailed in writing to Lessee by Lease of the primary to the calendar worth in the first of the calendar that it the first of the calendar that it the first of the calendar that it is the first of the first of the calendar that it is the first of the fir	ay from time to see may sell any gaseous substate well of 25.002 at the mouth of all other miner shall be Two D the market value and retain. Lesse Premises shall be comproved by the comproved b	time purchase any royalty royalty oil in its possessione, produced from the L & of the gas so sold or use of the well, and on gas sold als mined and marketed, collars (\$2.00) per long tor or market price of such mice shall have free from roy in all operations which Leated after deducting any sing produced and this Leas eleased by Lessee) and its ir (or make a bona fide atteducing, or deposit to their companies, or deposit to their companies, or deposit to their companies, or deposit to the incompanies and on which or the homonth after expiration of the due date of payment to a failure to properly or timithstanding anything to the ring the accumulation of Tring	on and pay Lessor the price received by and and sold or used off the Lease Produced that on gas sold by Lessee of an enterth either in kind or value at the number of any mineral or substance for the purpose of chalty or other payment the use of water essee may conduct hereunder, including oused. If Lessee drills a well on said e is not being maintained otherwise as hall nevertheless be considered that of mineral or substance of the payment the use of water essee may conduct hereunder, including oused. If Lessee drills a well on said e is not being maintained otherwise as hall nevertheless be considered that of minet to pay or tender) as royalty to the credit in the payment of the Lease Premises, or on land frizon, zone or formation in which the variated on the Lease Premises, or on land frizon, zone or formation in which the variated on the Lease Premises, or on land frizon, zone or formation in which the variated on the Lease Premises, or on land frizon, zone or formation in which the variated on the Lease Premises, or on land frizon, zone or formation in which the variated on the Lease Premises, or on land frizon, zone or formation in which the variated on the Lease Premises, or on land frizon, zone or formation in which the variated on the Lease Premises, or on land frizon, zone or formation in which the variated on the Lease Premises, or on land frizon, zone or formation in which the variated on the Lease Premises, or on land frizon, zone or formation in which the variated on the Lease Premises, or on land frizon, zone or formation in which the variated on the Lease Premises, or on land frizon, zone or formation in which the variated on the Lease Premises, or on land frizon, zone or formation in which the variated on the Lease Premises, or on land frizon, zone or formation in which the variated on the Lease Premises, or on land frizon, zone or formation in which the variated on the Lease Premises, or on land frizon and the land frizon and the land frizon and the land frizon and frizon and frizon and frizon	tet price therefore by Lessee for such the masket value of the amount of the amount of the the masket value of the amount of the the masket value of the amount of the the masket value of the the masket value of the	
4. The cash down payment is considered time to time, execute and deliver to Lessor, or toor subsurface interval or any depths thereunder released as to all minerals, horizons, zones and it shall thereupon be reduced in the proportion the	o the depository bank, or to and thereby be relieved formations under a portion	file for record a l of all obligation of the Lease P	release or releases of this l ons as to the released land remises, the shut-in royalt	l, mineral, horizon, zone or formation y and other payments computed in acco	or of any mineral  If this Lease is ordance therewith	
or any portion thereof, as to oil, gas and other a vicinity thereof, when in Lessee's judgment it is with the spacing rules of the Railroad Commiss gas or other mineral in and under and that may tolerance of 10% thereof; and units pooled for governmental authority having jurisdiction prewith those prescribed or permitted by governmental authority having jurisdiction prewith those prescribed or permitted by governmental authority having jurisdiction prewith those prescribed or permitted by governmental authority having jurisdiction prewith those prescribed or permitted by governmental authority having jurisdiction prewith those prescribed or permitted by governmental authority having jurisdiction prewith those prescribed or permitted by governmental authority and the tables obtaining a full production allowable under the Commission of Texas Rule 86 (density greater one or more strata and as to gas in any one or not stratum or strata, and oil units need not confor portions thereof into other units. Lessee shall fidesignating the pooled acreage as a pooled unit become effective upon the date it is filed for retthe unit is likewise effective as to all other own option as to oil, gas and other minerals before out and the pooled unit may include, but is not requent the pooled unit may include, but is not requent has theretofore been completed or upon which drilling on, or production of oil, gas or other roperations for drilling were commenced or succonsidered as operations for drilling on or production from the onthe unit area, other than on the land covered other mineral as the case may be), such well or 6 hereof. If an oil well on an oil unit, which include a portion of the Lease Premises, is reclassified applying the additional drilling and reworking the which the well is located. For the purpose of production of oil, gas or other minerals from each other minerals fr	ninerals, or any of them, is necessary or advisable to some of Texas, or other law be produced from the I gas hereunder shall not some of the produced from the I gas hereunder shall not some of the produced from the I gas hereunder shall not some of the I gas hereunder shall not some of the I gas here of I gas or other of the I gas here of the I gas here of I gas or other of the I gas here of I gas or other of the I gas here of I gas or other of the I gas here of I gas or other of the I gas here of I gas or other of the I gas here of I gas or other of I gas or oth	with any other I to do so in order ful authority, o Lease Premises, ubstantially ex- tion of units larg thstanding any te spacing and o sion of Texas R wide rules for a lay pool or com I by pooling an opriate records o effective as pro effective as to a oyalty or other i tions for or com ases upon which f a well or mine a pooled unit v I before or after mineral from th gas or other mi the were included the unit, which a dry hole for p the fisch covers of thereof as to all which owners or	and covered by this Lease r properly to explore, or to r when to do so would, in to the contrary state of the contrary in which the evided in said instruments, all parties hereto, their heir rights in land included in supleting an oil or gas well of a for oil, gas or other mine which include, all or a por the execution of this Lease the Lease Premises whether nerals, or any of them, as I in this Lease; provided the well is not classified as a gas fication shall be considere leases any part of which a fovalities and payments of the contract of the contr	develop and operate the Lease Premishe judgment of Lessee, promote the collinot substantially exceed in area 40 highly a tolerance of 10% thereof, pronits thereafter created may conform sufficiently a mit for a horizontal well moplicable field or statewide rules for a an 40 acres), or (ii) the amount of acrea and 40 acres), or (ii) the amount of acrea additional acreage listed in the table of any portion thereof, as above provided not conform in size or area with until not exhaust the rights of Lessee to please Premises is situated an instrume, or if said instrument makes no such its, successors and assigns, irrespective until Lessee may at its election expressive or wells or mine for other mineral on the foroducing oil, gas or other mineral on the foroducing oil, gas or other mineral in eral have theretofore been commenced tion of the Lease Premises, regardless to or the instrument designating the post or not the well or wells or mine be located in the unit was calditional drilling and reworking provise well, or if a gas well on a gas unit, which as the date of cessation of production in the unit other than the legut of production and each of them should of	so the immediate ses in compliance on the immediate ses in compliance onservation of oil, acres each plus a wided that should obstantially in size the vertical wellbore, reage allowed for es in the Railroad ed as to oil in any its as to any other bool this Lease or ent describing and provision, it shall of whether or not cercise its pooling e Lease Premises, paying quantities d. Operations for so of whether such oled unit, shall be cated on the Lease I purposes, except ell or mine drilled treated (oil, gas or ions of Paragraph ich includes all or on for purposes of eased premises on nall be entitled on	

unit if this Lease covers separate tracts within the unit) a pro rata portion of the oil, gas or other minerals produced from the unit after deducting that used for operations on the unit. Such allocation shall be on an acreage basis - that is, there shall be allocated to the acreage covered by this Lease and included in the pooled unit (or to each separate tract within the unit if this Lease covers separate tracts within the unit) that pro rata portion of the oil, gas or other minerals produced from the unit which the number of surface acres covered by this Lease (or in each separate tract) and included in the unit bears to the total number of surface acres included in the unit. As used in this paragraph, the words, "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the Lease Premises. Royalties hereunder shall be computed on the portion of such production, whether it be oil, gas or other minerals, so allocated to the Lease Premises and included in the unit just as though such production were from such land. Production from an oil well will be considered as production from the lease or oil peoled unit from which it is producing and not as production from a gas pooled unit and production from a gas well will be considered as production from the lease or gas peoled unit from which it is producing and not from an oil peoled unit. Any peoled unit designated by Lessee in accordance with the terms hereof may be dissolved by Lessee by instrument filed for record in the appropriate records of the county in which the Lease Premises is situated at any time after completion of a dry hole or cessation of production on said unit.

- 6. If at the expiration of the Primary Term, oil, gas, or other mineral is not being produced on the Lease Premises, or from land pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon, or shall have completed a dry hole thereon within 180 days prior to the end of the Primary Term, this Lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas, or other mineral, so long thereafter as oil, gas, or other mineral is produced from the Lease Premises, or from land pooled therewith. If, after the expiration of the Primary Term of this Lease and after oil, gas or other mineral is produced from the Lease Premises, or from land pooled therewith, the production thereof should cease from any cause, this Lease shall not terminate if Lessee commences operations for drilling or reworking within 180 days after the cessation of such production, but shall remain in force and effect so long as Lessee continues drilling or reworking operations on said well or for drilling or reworking of any additional well with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas, or other mineral, so long thereafter as oil, gas, or other mineral is produced from the Lease Premises, or from land pooled therewith. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within 660° feet of and draining the Lease Premises, or land pooled therewith, Lessee agrees to drill such offset well or wells as a reasonably prudent operator would drill under the same or similar circumstances.
- 7. Lessee shall have the right at any time during or after the expiration of this Lease to remove all property and fixtures placed by Lessee on the Lease Premises, including the right to draw and remove all casing. When necessary for utilization of the surface for some intended use by Lessor and upon request of Lessor or when deemed necessary by Lessee for protection of the pipeline, Lessee will bury pipelines below ordinary plow depth, and no well shall be drilled within two hundred (200°) feet of any residence or barn now on the Lease Premises without Lessor's consent.
- 8. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns: but no change or division in ownership of the land or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee, including, but not limited to, the location and drilling of wells and the measurement of production; and no change or division in such ownership shall be binding on Lessee until forty-five (45) days after Lessee shall have been furnished by registered U.S. mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this Lease or of a portion thereof who commits such breach. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.
- 9. Breach by Lessee of any obligation hereunder shall not work a forfeiture or termination of this Lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this Lease. Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty (60) days after receipt of such notice in which to commence compliance with the obligations imposed by virtue of this Lease.
- 10. Lessor hereby warrants and agrees to defend the title to the Lease Premises and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon the Lease Premises, either in whole or in part, and if Lessee does so, it shall be subrogated to such lien with right to enforce same and apply royalties accruing hereunder toward satisfying same. When required by state, federal or other law, Lessee may withhold taxes with respect to royalty and other payments hereunder and remit the amounts withheld to the applicable taxing authority for the credit of Lessor. Without impairment of Lessee's rights under the warranty in event of failure of title, if Lessor owns an interest in the oil, gas or other minerals on, in or under the Lease Premises less than the entire fee simple estate, whether or not this Lease purports to cover the whole or a fractional interest, the royalties, bonus and shut-in royalties to be paid Lessor shall be reduced in the proportion that Lessor's interest bears to the whole and undivided fee and in accordance with the nature of the estate of which Lessor is seized. Should any one or more of the parties named above as Lessor fail to execute this Lease, it shall nevertheless be binding upon the party or parties executing same. If title investigation for Lessee results in a reduction or increase of bonus consideration payable to Lessor, the resulting bonus payment shall be deemed for all purposes to be paid to Lessor on the date when Lessee's check (in substitution for any pre-delivered draft) is delivered to Lessor prior to its due date or, prior to its due date is mailed to Lessor at the last known address provided by Lessor.
- 11. Should Lessee be prevented from complying with any express or imptied covenant of this Lease, from conducting drilling or reworking operations thereon or on land pooled therewith or from producing oil, gas or other mineral therefrom or from land pooled therewith by reason of scarcity or of inability to obtain or to use equipment or material, or by operation of force majeure, any federal or state law or any order, rule or regulation of governmental authority, then while so prevented Lessee's obligation to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failure to comply therewith; and this Lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil, gas or other minerals from the Lease Premises or land pooled therewith, and the time while Lessee is so prevented shall not be counted against Lessee, anything in this Lease to the contrary notwithstanding.
- 12. Surface Use Restriction: Notwithstanding anything to the contrary contained herein, Lessee agrees that it shall have no right to use the surface of the Lease Premises to exercise any of the rights granted hereunder without first obtaining Lessor's written consent. This provision shall in no way restrict Lessee's exploration of or production from the Lease Premises by means of wells drilled on other lands but entering or bottomed on the Lease Premises. Any wells directionally or horizontally drilled or operated under the Lease Premises with bottomhole locations (for vertical wells) or with horizontal drainhole locations (for horizontal wells) on the Lease Premises shall be regarded as if the wells were drilled on the Lease Premises. Lessee agrees that any drilling under the Lease Premises shall commence at and continue at depths below five hundred feet (500') from the surface of the earth. In addition to Lessee's other rights under this Lease, Lessor hereby grants to Lessee a subsurface easement to drill and operate directional and/or horizontal wells under and through the Lease Premises to reach lands not covered by this Lease and which wells have bottom hole locations (if a vertical well) or horizontal drainhole locations (if a horizontal well) on lands not covered by this Lease or land pooled therewith. Lessee agrees that this subsurface easement shall commence at and continue at all depths below five hundred feet (500') from the surface of the earth.
- 13. Except as expressly provided above in Paragraph 3, Lessor's royalty may not be charged directly, or indirectly, with any of the expenses of production, gathering, dehydration, compression, processing, or treating the gas produced from the land that are incurred prior to the inlet of a gas pipeline evacuating gas from the Lease Premises. After delivery at said inlet, Lessor's royalty shall bear its proportionate share of all costs and expenses, including transportation, to the point of sale.
  - 14. Each singular pronoun herein shall include the plural whenever applicable.
- 15. For convenience, this instrument may be executed in multiple counterparts and Lessor and Lessee agree that for recording purposes their respective signature page and acknowledgments may be removed from their respective counterpart and attached to a single Oil, Gas and Mineral Lease and for all purposes and obligations hereunder this shall be considered as one single Oil, Gas and Mineral Lease.
- 16. Lessor shall, upon the request of Lessee, use its best efforts in assisting Lessee in obtaining a subordination of Deed of Trust or similar security instrument that may affect the Lesse Premises. Additionally, in the event Lessor receives a notice of default, acceleration of loan, or notice of sale under a Deed of Trust or other security instrument affecting the Lesse Premises, Lessor shall immediately provide copies of any such notice, and all additional relevant facts, to Lessee. In this regard, Lessor shall comply with all reasonable requests of Lessee.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

Initial NA. IR

## Individual Acknowledgment

STATE OF TEXAS §	
COUNTY OF TARRANT §	A = A = A = A = A = A = A = A = A = A =
BEFORE ME, on this day personally as known to me to be the person whose name is su	ubscribed to the foregoing instrument, and acknowledged to me that he/she
<del>-</del> _ <del>-</del>	ons therein expressed, and in the capacity therein stated.
GIVEN UNDER MY HAND AND SE.	AL OF OFFICE, this the <u>15</u> day of <u>October</u> , 2008.
The state of the s	Notary Public in and for the State of Texas.
PAUL D. YOUNG Notary Public	Signature of Notary:
STATE OF TEXAS My Comm. Exp. Oct. 30, 2011	Paul D. Your
CEAL	(Print Name of Notary Here) My Commission Expires: 10/30/2011
SEAL:	My Commission Expires.
I	ndividual Acknowledgment
STATE OF TEXAS §	
COUNTY OF TAILANT \$	
BEFORE ME, on this day personally a	meaned Valerie J. Robles
known to me to be the person whose name is su	ubscribed to the foregoing instrument, and acknowledged to me that he/she
executed the same for purposes and consideration	ons therein expressed, and in the capacity therein stated.
GIVEN UNDER MY HAND AND SE.	AL OF OFFICE, this the 15 day of October, 2008.
	Notary Public in and for the State of Texas.
PAUL D. YOUNG	Signature of Notary:
Notary Public STATE OF TEXAS	Paul D. Young
My Comm. Exp. Oct. 30, 2011	(Print Name of Notary Here)
SEAL:	My Commission Expires: 10/30/2011
C	Corporate Acknowledgment
STATE OF TEXAS §	
COUNTY OF §	
<del></del>	edged before me, on this day of
• -	
, 2008, by(Nan	ne of officer), (Title of officer)
	, a corporation,
(Name of corporation)	(state of incorporation)
on behalf of said corporation.	
GIVEN UNDER MY HAND AND SE	AL OF OFFICE, this the day and year last above written.
	Notary Public in and for the State of Texas.
	Signature of Notary:
SEAL:	(Print Name of Notary Here) My Commission Expires:
UIAL.	

Initial\_N°R' \_\_\_\_\_\_

## Exhibit "A" Land Description

Lessor authorizes Lessee to insert the Acreage, Survey, Abstract, City and Plat information below, if it is not already included. From time to time Lessee may determine that some part or all of the Lease Premises should be more specifically described, in which case Lessor agrees to execute any substitute Lease(s) or correction to Lease(s) tendered by Lessee for such re-description.

0.174 acre(s) of land, more or less, situated in the J. Gregory Survey, Abstract No. 630, and being Lot 13 & 12B, Block 5, Sunnybrook Addition, an Addition to the City of Watauga, Tarrant County, Texas according to the Plat thereof recorded in Volume/Cabinet 388-116, Page/Slide 76 of the Plat Records of Tarrant County, Texas, and being further described in that certain Warranty Deed with vendor's lien recorded on 12/01/1994 as Instrument No. D194257006 of the Official Records of Tarrant County, Texas.

After Recording Return to: HARDING COMPANY 13465 MIDWAY ROAD, STE. 400 DALLAS, TEXAS 75244 PHONE (214) 361-4292 FAX (214) 750-7351

Initial N-R. UR